

CASE

NUMBER:

99 - 037

INDEX FOR CASE: 99-037
GTE SOUTH, INC.
Interconnection Agreements
WITH TRANSTER COMMUNICATIONS, L.L.C.

IN THE MATTER OF THE INTERCONNECTION AGREEMENT BETWEEN GTE
SOUTH INCORPORATED AND TRANSTAR COMMUNICATIONS, L.L.C.

SEQ NBR	ENTRY DATE	REMARKS
0001	01/26/99	Application.
0002	02/05/99	Acknowledgement letter.
0003	04/13/99	FINAL ORDER APPROVING AGREEMENT



COMMONWEALTH OF KENTUCKY
PUBLIC SERVICE COMMISSION
730 SCHENKEL LANE
POST OFFICE BOX 615
FRANKFORT, KY. 40602
(502) 564-3940

CERTIFICATE OF SERVICE

RE: Case No. 99-037
GTE SOUTH, INC.

I, Stephanie Bell, Secretary of the Public Service Commission, hereby certify that the enclosed attested copy of the Commission's Order in the above case was served upon the following by U.S. Mail on April 13, 1999.

Parties of Record:

Larry D. Callison
State Manager-Regulatory Affairs
GTE South, Inc.
150 Rojay Drive
Lexington, KY. 40503

Robert Shields
TranStar Communications, L.L.C.
P. O. Box 211807
Bedford, TX. 76095 8807

Stephan Bell

Secretary of the Commission

SB/sa
Enclosure

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPROVAL OF THE)
INTERCONNECTION AGREEMENT)
NEGOTIATED BETWEEN GTE SOUTH)
INCORPORATED AND TRANSTAR) CASE NO. 99-037
COMMUNICATIONS, LLC, PURSUANT)
TO SECTIONS 251 AND 252 OF THE)
TELECOMMUNICATIONS ACT OF 1996)

O R D E R

On January 26, 1999, GTE and TranStar Communications, LLC, ("TranStar") submitted to the Commission their negotiated interconnection agreement whereby TranStar adopts Buy-Tel's interconnection agreement with GTE. The agreement was negotiated pursuant to the Telecommunications Act of 1996 ("1996 Act"), 47 U.S.C. Sections 251 and 252. Section 252(e) of the 1996 Act requires the parties to an interconnection agreement adopted by negotiation to submit the agreement for approval to the Commission.

The Commission has reviewed the agreement and finds that no portion of the agreement discriminates against a telecommunications carrier not a party to the agreement. The Commission also finds that the implementation of this agreement is consistent with the public interest, convenience, and necessity.

TranStar must comply with all relevant Commission mandates for serving in this Commonwealth.

The Commission, having been otherwise sufficiently advised, HEREBY ORDERS

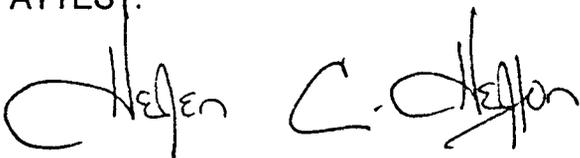
that:

1. The agreement between GTE and TranStar is approved.
2. TranStar shall file a tariff for local service prior to providing local service giving 30 days' notice to the Commission and shall comply with all Commission regulations and orders as directed.

Done at Frankfort, Kentucky, this 13th day of April, 1999.

By the Commission

ATTEST:

A handwritten signature in cursive script, appearing to read "Stephen C. Coffey". The signature is written in black ink and is positioned above a horizontal line.

Executive Director



COMMONWEALTH OF KENTUCKY
PUBLIC SERVICE COMMISSION
730 SCHENKEL LANE
POST OFFICE BOX 615
FRANKFORT, KY. 40602
(502) 564-3940

February 5, 1999

Larry D. Callison
State Manager-Regulatory Affairs
GTE South, Inc.
150 Rojay Drive
Lexington, KY. 40503

Robert Shields
TranStar Communications, L.L.C.
P. O. Box 211807
Bedford, TX. 76095 8807

RE: Case No. 99-037
GTE SOUTH, INC.
(Interconnection Agreements) WITH TRANSTER COMMUNICATIONS, L.L.C.

This letter is to acknowledge receipt of initial application in the above case. The application was date-stamped received January 26, 1999 and has been assigned Case No. 99-037. In all future correspondence or filings in connection with this case, please reference the above case number.

If you need further assistance, please contact my staff at 502/564-3940.

Sincerely,
Stephanie Bell

Stephanie Bell
Secretary of the Commission

SB/jc

99-00074

Larry D. Callison
State Manager
Regulatory Affairs & Tariffs



**GTE Service
Corporation**

KY10H072
150 Rojay Drive
Lexington, KY 40503
606 245-1389
Fax: 606 245-1721

January 26, 1999

RECEIVED

JAN 26 1999

PUBLIC SERVICE
COMMISSION

Ms. Helen Helton
Executive Director
Public Service Commission
730 Schenkel Lane
Post Office Box 615
Frankfort, Kentucky 40602

Case 99-037

RE: 252(i) Adoption Letter Between GTE South Incorporated and
TranStar Communications, L.L.C.

Dear Ms. Helton:

Enclosed for joint filing by the parties with the Kentucky Public Service Commission
(Commission) are six copies of an executed 252(i) Adoption Letter recently executed
between GTE South Incorporated and TranStar Communications, L.L.C.

This Adoption Letter is being provided to the Commission for its review and approval.

Please bring this filing to the attention of the Commission, and if there are any questions,
please contact me at your convenience.

Yours truly,

Larry D. Callison

Enclosures

c: Mr. Robert Shields Jr. - TranStar Communications, L.L.C.

Connie Nicholas
Assistant Vice President
Wholesale Markets-Interconnection



GTE Network
Services

HQE03B28
600 Hidden Ridge
P.O. Box 152092
Irving, TX 75038
972/718-4586
FAX 972/719-1523

January 14, 1999

Mr. Robert Shields Jr.
President
TranStar Communications, L.L.C.
2101 Harwood Road, Suite 115
Bedford, Texas 76021

Dear Mr. Shields:

We have received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996, you wish to adopt the terms of the Interconnection Agreement between Buy-Tel Communications, Inc. ("Buy-Tel") and GTE that was approved by the Commission as an effective agreement in the State of Kentucky in Docket No. 98-343 ("Terms"). The Terms provide for the election by Buy-Tel Communications, Inc. of certain additional provisions from a future GTE arbitrated agreement and may also include provisions that could be interpreted contrary to the law ("Arbitrated Provisions"). I understand you have a copy of the Terms.

TranStar Communication, L.L.C.'s adoption of Buy-Tel Communications, Inc. agreement shall become effective upon filing of this letter with the Kentucky Public Service Commission and remain in effect no longer than the date the Buy-Tel Communications, Inc. agreement is terminated.

As these Terms are being adopted by you pursuant to your statutory rights under section 252(i), GTE does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by GTE of the Terms does not in any way constitute a waiver by GTE of its position as to the illegality or unreasonableness of certain Arbitrated Provisions or a portion thereof, nor does it constitute a waiver by GTE of all rights and remedies it may have to seek review of the Arbitrated Provisions, or to petition the Commission, other administrative body, or court for reconsideration or reversal of any determination made by the Commission with respect to the Arbitrated Provisions, or to seek review in any way of any provisions included in these Terms as a result of TranStar Communication, L.L.C.'s 252(i) election.

Mr. Robert Shields Jr.
January 14, 1999
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Nothing herein shall be construed as or is intended to be a concession or admission by either GTE or TranStar Communications, L.L.C. that any Arbitrated Provisions comply with the rights and duties imposed by the Telecommunications Act of 1996, the decision of the FCC and the Commission, the decisions of the courts, or other law, and both GTE and TranStar Communications, L.L.C. expressly reserve their full right to assert and pursue claims arising from or related to the Arbitrated Provisions, or other provisions that could be interpreted contrary to the law. GTE contends that certain provisions of the Terms may be void or unenforceable as a result of the July 18, 1997 and October 14, 1997, decisions of the United States Eighth Circuit Court of Appeals. Should TranStar Communications, L.L.C. attempt to apply such conflicting provisions, GTE reserves its rights to seek appropriate legal and/or equitable relief. Should any provision of the Terms be modified, such modification would likewise automatically apply to this 252(i) adoption.

Please indicate by your countersignature on this letter your understanding of and commitment to the following three points:

- (A) TranStar Communications, L.L.C. adopts the Terms of the Buy-Tel Communications, Inc. agreement for interconnection with GTE and in applying the Terms, agrees that TranStar Communications, L.L.C. be substituted in place of "Buy-Tel Communications, Inc." in the Terms wherever appropriate.
- (B) TranStar Communications, L.L.C. requests that notice to TranStar Communications, L.L.C. as may be required under the Terms shall be provided as follows:

To : TranStar Communications, L.L.C.
Attention: Mr. Robert Shields Jr.
P. O. Box 211807
Bedford, TX 76095-8807
Telephone number: (817) 355-3123
FAX number: (817) 318-1651

Mr. Robert Shields Jr.
January 14, 1999
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- (C) TranStar Communications, L.L.C. represents and warrants that it is a certified provider of local dialtone service in the State of Kentucky, and that its adoption of the Terms will cover services in the State of Kentucky only.

Sincerely,

GTE South Incorporated
Contel of the South, d/b/a GTE Systems of the South



Connie Nicholas
Assistant Vice President
Wholesale Markets - Interconnection

Reviewed and countersigned as to points A, B, and C:

TranStar Communications, L.L.C.



Robert Shields Jr.

c: R. Ragsdale - HQE03B75 - Irving, TX
M. Marczyk - FLTC0009 - Tampa, FL
C. Bennett - TXD1933D - Irving, TX